

1 Area of application

These conditions apply to deals between ITAB Finland Oy (the Seller) and companies liable to pay VAT (the Buyer).

2 Closing of the Deal

2.1 Quotation

The quotation is valid for the period indicated in the quotation. In case the validity period is not indicated, it will be 30 days from the date of the quotation. Any figures, drawings, calculations and other documents related to the quotation are the property of the Seller. The receiver of the quotation has no authority to use them to the detriment of the Seller or to give any information about them to a third party.

2.2 Conclusion of the Contract

For a quotation-based deal, the contract becomes effective once the Buyer has given notification of accepting the Seller's quotation. For other than quotation-based deals, the contract becomes effective once the Seller has acknowledged the quotation.

In case the Buyer's order deviates from the Seller's quotation, the contract is considered effective in accordance with the conditions specified in the Seller's quotation, unless otherwise established in writing by the Seller.

3 Responsibilities of the Seller

3.1 Delivery time

Unless otherwise agreed, the delivery time shall begin at a below mentioned point of time, whichever is the latest:

- a) date of conclusion of the contract
- b) deposit of agreed security or payment of advance payment
- c) providing of information necessary for the Buyer's delivery

3.2 Delivery terms and charges

In case the goods are sold on FOB, FAS, CIF or other similar terms, the definitions of INCOTERMS 2010 shall be applied. Unless otherwise agreed, the goods shall be ready for the Buyer's pick-up at the Seller's storage EXW on the agreed day or within the agreed period, or if the point of time is not specified, during a reasonable time. The delivery charge is 10 €/delivery exceeding 300 € and 20 €/delivery less than 300 €. The packaging charge of 1,9 % will be added to the sale price.

3.3 Transition of liability for risk

The liability for risk is transferred to the Buyer after the product is delivered to the Buyer in accordance with the contract or when the product is given for forwarding to an independent carrier, unless otherwise specified in the delivery clause.

In case the product is not delivered at the agreed time, and this is due to the Buyer or a circumstance on the Buyer's side, the liability for risk is transferred to the Buyer after the Seller has completed the tasks required from it for enabling the delivery.

3.4 Properties of the Product

The Seller is responsible for the quality and other properties of the product only according to the instructions and information specified in the contract and any other information, specifically related to the deal concerned, given in writing by the Seller. The instructions shall be delivered to the Buyer in written form or by electronic mail, or the Buyer shall be informed about the Seller's internet site in which the instructions are to be viewed. The Buyer is responsible for the correctness of information, given to the Seller, related to the purpose of use of the goods.

3.5 Liability for faults

The Seller agrees to clear all faults in the product due to faulty design or defective material or workmanship in accordance with the specifications outlined below. The liability for faults applies only to products that have been used in compliance with the Seller's instructions. The Seller's responsibility relates to faults, which appear within one year from the delivery of the product.

After the fault that has appeared in some part of the product has been cleared, the Seller's responsibility for the repaired or replaced part is one year in the same way as for the original delivery. As regards the other parts of the product, the responsibility shall be extended only by that period during which the product cannot have been used due to the fault. The liability for faults terminates completely after two years from the start of the liability period.

If the Seller is not in charge of the assembly, the Buyer must inspect all bought products before their assembly. The Seller has provided the Buyer with assembly instructions with the products. The Buyer must follow these assembly instructions. The Seller is liable for all products only if the assembly instructions have been followed.

The Seller is not liable for faults that are caused by not following the assembly instructions. The Seller does not have to clear any faults in the product, if the product has been handled, stored or assembled carelessly. The Seller is not liable for the products usability or weight loading capability, if parts or products from other manufacturers are used with it.

On detection of a fault, the Buyer shall give a notice of defect in writing without groundless delay and not later than within two weeks starting from the termination of the liability period. The notice shall include a description on how the fault is manifested. In case it is to be expected that the fault could cause further damage, the notice must be given immediately.

In case the Buyer fails to provide a written notice of defect within the said time limits, it loses the right to lay claim based on the fault. On receiving the notice of defect, the Seller shall clear the fault as soon as required by the circumstances. The Seller assumes responsibility for the costs caused by this according to as set out below.

The repair must be carried out at the Buyer's premises, unless the return for repair of the defective part or device or its replacement is considered more appropriate by the Seller. In case the disassembly and reassembly of the defective part requires special expertise, the Seller is responsible for that. If no special expertise is required, the Seller fulfils its obligation by delivering the repaired or new part to the Buyer.

In case the Buyer has notified a fault, which the Seller is responsible for, the Seller is entitled to a compensation for cost of labour and other expenses caused to him by the notice of defect. In case the disassembly and reassembly of the part requires interfering with other than the Seller's product, the Seller disclaims responsibility for cost of labour and other expenses caused by this.

The transportation of the parts related to the repairs between the parties shall take place at the expense and risk of the Seller, unless otherwise agreed. The Buyer shall follow the delivery instructions specified by the Seller.

Unless otherwise agreed, the Buyer assumes responsibility for any additional expenses related to clearing of faults, which are due to the fact that the product is located elsewhere than in the destination specified in the contract or, in the absence of such a destination, in the place of delivery. Any replaced defective parts are the property of the Seller and shall be passed on to its use.

In case the Seller fails to carry out the repairs within a reasonable time, the Buyer can inform in writing the point of time by which they must be completed. In case the Seller fails to clear the fault by the specified deadline, the Buyer is entitled to, at its own discretion, either

- a) have the required repairs carried out or new parts made at the Seller's expense, provided that the Buyer proceeds reasonably and moderately, or
- b) claim a price reduction not exceeding 10% of the purchase price of the part concerned.

3.6 Delay

Immediately on receiving a notice of the delay, the Seller is liable for informing the Buyer about the delay as well as the reason for the delay and the new estimated delivery time. If the delay is due to a negligence on the part of the Seller, the Buyer can claim compensation for a direct damage indicated by him, which can amount to a maximum of 0.5 % of the value of the delayed delivery or a part thereof per each full week after the delivery date. The total amount of the compensation cannot, however, exceed 7.5 % of the value of the delivery or a part thereof.

3.7 Delivery damages

In case a damage is detected with the products during their unloading, the recipient must write the specific transport damage down to the consignment note. The recipient must also inform the Seller about the transport damage in question immediately, no later than in 7 days. The Seller is not obliged to compensate the damaged goods, if the damages are not written down to the consignment note.

In case a transport damage is noticed when opening the product package, the Seller must be informed immediately and no later than in 7 days from the delivery. The Seller is responsible for handling possible transportation damages.

3.8 Consequential damages

The Seller is not liable for compensating any consequential damages caused to the Buyer due to a delay or faultiness of the delivery, such as loss of production, loss of profit, or other economical consequential loss.

4 Responsibilities of the Buyer

4.1 Purchase price

The purchase price is the price mutually agreed by the parties. However, the Seller has the right to revise the purchase price according to the provisions specified below in Clause 4.4. In case the price has not been agreed, the purchase price shall be the price indicated in the Seller's price lists or quotation.

4.2 Term of payment

The term of payment is 14 days from the delivery date, unless otherwise agreed.

4.3 Delay in delivery

In case the delivery is delayed due to a reason attributable to the Buyer, the delay instruction specified in Clause 3.6 shall be applied to the advantage of the Seller.

4.4 Revision of the purchase price

The Seller reserves the right to revise the prices in case the fees under public law change prior to the Buyer's payment.

4.5 Interest for delay and collection charges

In case the payment is delayed, an interest for delay according to the bank rate of 16 % shall be charged for the delay time counting from the payment date pursuant to the invoice. In addition to the interest for delay, the Seller is entitled to collect reasonable collection charges.

4.6 Securities

In case it has been agreed upon a security deposit, the security shall be given before the delivery of the goods starts. The Seller has the right to claim a security for the payment of the purchase price even after this, in case it has weighty reasons to expect that the purchase price or a part thereof could remain unpaid. The Seller has the right to delay further deliveries until the due payments are made or an acceptable security is given. The Seller is entitled to this also in the event that a due part of the purchase price is overdue. The Buyer is not entitled to claim compensation due to this delay.

5 Dissolution of the Contract

5.1 The Buyer's right for dissolution

In case the Seller's delivery essentially deviates from the agreement and the fault in consequence of the Buyer's written notice is not cleared within a reasonable time, or new goods are not delivered in accordance with the contract, or if the delivery is delayed due to a reason attributable to the Seller in such a way that it causes the Buyer unreasonable harm, the Buyer has the right to dissolve the contract.

In case the goods object to purchase are manufactured or acquired specifically for the Buyer in accordance with the Buyer's instructions and requests, and the Seller cannot utilise the goods in any other way without considerable losses, the Buyer has the right to call off the deal due to the Seller's delay only if the purpose of the purchase remains essentially unattainable on its part.

5.2 The Seller's right for dissolution

In case the purchase price is not paid by the due date, and this is not attributable to the Seller, the Seller has the right to call off the deal or a part thereof, for which the goods have not yet been received by the Buyer, if the delay is significant.

The Seller has the right for the annulment of sale also when it is evident, based on the Buyer's notification or otherwise, that the Buyer's remittance will be essentially delayed. In addition, the Seller can call off the deal if the Buyer does not contribute to the conclusion of the deal in an agreed or otherwise reasonably expectable manner.

5.3 Force Majeure

The parties are not liable for performing the obligations under the contract in case the delivery of goods or a part thereof is hindered by a natural obstacle, fire, machinery breakdown or an equivalent interference, strike, lockout, war, mobilisation, ban on import or export, lack of transport equipment, end of production, traffic hindrance or other obstacle, outside the control of the Seller or the Buyer.

Also, when the fulfilment of the obligations under the contract would require sacrifices, which are unreasonable compared to the benefit caused by it to the Buyer, the Seller shall not be liable for performing the obligations under the contract. The Seller is not liable for compensating the damages caused to the Buyer by the non-fulfilment of the contract due to a force majeure and can in that case also terminate the contract.

6 Insurance

The insurance charge is 0.25 % of the price of the delivery.

7 Transfer of title

The title to the goods is transferred to the Buyer once the purchase price has been completely paid.

8 Return of goods

Standard components to be returned to the stock must always be agreed with the seller beforehand.

9 Notices

The sender is responsible for the arrival of notices sent to the other party.

10 Adjustment of differences

Any differences related to this contract that cannot be adjusted by the parties in mutual negotiations, shall be settled in the one-member arbitration court assembled in Helsinki. In case the parties do not agree upon it, the arbitrator shall be selected by the arbitration board of the Central Chamber of Commerce.

11 Period of validity

These conditions shall be effective until further notice starting from January 1, 2019.

ITAB Finland Oy

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